

SENSITIVE

FEDERAL ELECTION COMMISSION
999 E Street, N.W.
Washington, D.C. 20463

FIRST GENERAL COUNSEL'S REPORT

MUR: 6570
DATE COMPLAINT FILED: May 4, 2012
DATE OF NOTIFICATION: May 11, 2012
DATE ACTIVATED: July 24, 2012

EXPIRATION OF SOL: April 2, 2017-
May 29, 2017

COMPLAINANT:

Scott Abrams, Campaign Manager, Sherman for Congress

RESPONDENTS:

Berman for Congress and Bruce Corwin, in his official capacity as treasurer
Committee to Elect an Effective Valley Congressman and Beverly Grossman Palmer, in her official capacity as treasurer
Howard L. Berman
Voter Guide Slate Cards
Jerry Seedborg
Seedborg Campaigns, Inc.

RELEVANT STATUTES AND REGULATIONS:

2 U.S.C. § 441a
11 C.F.R. § 109.20
11 C.F.R. § 109.21

INTERNAL REPORTS CHECKED:

Disclosure Reports

FEDERAL AGENCIES CHECKED:

None

I. INTRODUCTION

Complainant alleges that the Committee to Elect an Effective Valley Congressman ("CEEVC"), an independent expenditure-only political committee, coordinated its expenditure for a slate card mailer supporting California Congressman Howard L. Berman with Berman and his principal campaign committee, Berman for Congress ("Berman Committee" or the "Committee"), in violation of the Federal Election Campaign Act of 1971, as amended (the

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1 "Act") and Commission regulations. Complainant alleges that the coordination occurred through
2 a "common vendor"— political consultant Jerry Seedborg and two of his companies, Seedborg
3 Campaigns, Inc. and Voter Guide Slate Cards ("VGSC").

4 Respondents deny the coordination allegations. CEEVC asserts that the conduct prong of
5 the coordination analysis is not satisfied because CEEVC was unaware that Seedborg had any
6 involvement with the Berman campaign when it purchased advertising space on the VGSC slate
7 card and Seedborg did not use or convey any information about the Berman campaign that was
8 material to the creation of the mailer. The Berman Committee asserts that the Committee and
9 Berman had no contact with CEEVC, VGSC, or Seedborg regarding the mailer and argue that
10 the Complaint presents no evidence that non-public information about Berman's campaign was
11 conveyed to CEEVC. Seedborg, Seedborg Campaigns, Inc., and VGSC also maintain that they
12 did not use or convey any information obtained from the Berman campaign to CEEVC.

13 Upon review of the Complaint, Responses, and other available information, there appears
14 to be no basis for concluding that CEEVC coordinated the slate card mailer with Berman or the
15 Berman Committee. Therefore, we recommend that the Commission dismiss the claim that the
16 Respondents violated 2 U.S.C. § 441a and close the file.

17 II. FACTUAL AND LEGAL ANALYSIS

18 A. Facts

19 CEEVC registered with the Commission as an independent expenditure-only committee
20 in December 2011. CEEVC's Statement of Organization includes a letter stating that, consistent
21 with *SpeechNow.org v. FEC*, 599 F.3d, 686, 689 (D.C. Cir. 2010) (*en banc*), it intends to make
22 independent expenditures and raise funds in unlimited amounts but will not use those funds to

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1 make direct or in-kind contributions to, or coordinated communications with, federal candidates
2 or committees.

3 The Complaint alleges that CEEVC coordinated with Berman and the Berman
4 Committee in producing and distributing a slate card mailer supporting Berman's 2012 reelection
5 campaign in California's 30th Congressional District. The Complaint alleges that political
6 consultant Jerry Seedborg, the founder and principal of Seedborg Campaigns, Inc. and VGSC,
7 has worked as a consultant or vendor for both CEEVC and the Berman Committee. Compl. at
8 1-2. The Complaint asserts that Berman has a longstanding relationship with Seedborg and that
9 the Berman Committee paid Seedborg and Seedborg Campaigns, Inc. \$132,200 from January to
10 March 2012 for consulting and other services.¹ *Id.* at 2. The Complaint alleges that Seedborg
11 then began creating and producing pro-Berman slate cards for CEEVC through his other
12 company, VGSC. *Id.* CEEVC's 2012 April Quarterly Report discloses a \$23,595 debt to VGSC
13 for "slate mail."

14 The Complaint argues that the slate cards satisfy the three-prong test for coordination set
15 forth in the Commission's regulations at 11 C.F.R. § 109.21. Compl. at 4. The Complaint
16 contends that the "payment prong" is satisfied because CEEVC incurred a \$23,595 debt to
17 VGSC for "slate mail," which indicates that CEEVC paid for the communication. *Id.* The
18 Complaint asserts that the "content prong" is satisfied because the slate cards are "inherently
19 'public communication[s]' that expressly [advocate]" the election of Congressman Berman.² *Id.*
20 With regard to the "conduct prong," the Complaint argues that Seedborg and his companies,

¹ As evidence of the "longstanding relationship" between Congressman Berman and Seedborg, the Complaint cites quotations from Congressman Berman's brother, Michael Berman, and his partner on Seedborg's company websites. Compl. at 1.

² The Complaint does not attach the slate card at issue or provide any detail on how the language of the slate card contains express advocacy.

1 Seedborg Campaigns, Inc. and VGSC, are a "common vendor" to the Berman Committee and
2 CEEVC. *Id.* The Complaint asserts that CEEVC retained VGSC as a "commercial vendor" to
3 produce the slate card within 120 days of Seedborg providing consulting services to Berman and
4 the Berman Committee. *Id.* at 5-6. The Complaint asserts that, as a consultant to the Berman
5 Committee, Seedborg "undoubtedly has been exposed to and has strategized about" non-public
6 information about the Berman campaign's "plans, projects, activities, or needs" that affected the
7 content and distribution of the CEEVC-funded slate cards, resulting in prohibited coordination.
8 *Id.* at 7.

9 The Berman Committee denies any involvement in the production and distribution of the
10 CEEVC slate card. The Berman Committee explains that it retained Seedborg and Seedborg
11 Campaigns, Inc. from November 2011 to March 2012 to administer its day-to-day operations.
12 Berman Committee Resp. at 2. The Berman Committee asserts that VGSC has not served as a
13 vendor to the Committee during the 2012 election cycle and that the Committee did not have any
14 contact with VGSC, CEEVC, or Seedborg about the slate card. *Id.* The Committee contends
15 that the Complaint does not present any information to satisfy the conduct prong, including any
16 facts that Seedborg or his companies used or conveyed material nonpublic information about the
17 Berman campaign's plans, projects, activities, or needs when the slate card was created,
18 produced, or distributed. *Id.* at 4.

19 In its Response, CEEVC also denies that the slate card was coordinated with the Berman
20 Committee. CEEVC explains that the main strategy for its print media campaign was to
21 purchase advertising space supporting Berman on as many slate card mailers as possible,
22 including those commonly produced by for-profit commercial vendors in California. CEEVC

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1 Resp. at 2. CEEVC contacted VGSC to purchase advertising on its slate cards in February or
2 March 2012, but did not have initial contact with Seedborg regarding the slate card. *Id.* at 2.
3 E-mail correspondence attached to CEEVC's response shows that CEEVC elected to purchase
4 space on three slate cards that had been planned before CEEVC's contact with VGSC, for a total
5 cost of \$23,595. *Id.* at 3. CEEVC asserts that it was solely CEEVC and not Seedborg or VGSC
6 that chose the advertising messages to include on the slate cards in support of Berman. *Id.*

7 Although CEEVC does not dispute that the payment and content prongs of the
8 coordination analysis are satisfied,³ it argues that the Complaint presents no evidence that the
9 conduct prong was satisfied. *Id.* at 5. Like the Berman Committee, CEEVC contends that
10 Seedborg conveyed no information about the Berman campaign's plans or needs that was used in
11 the creation, production, or distribution of the slate cards, and that Seedborg played no role at all
12 in creating the portion of the mailers that advocated in support of Berman. *Id.* The Response
13 further notes that the Commission has expressly rejected a presumption of coordination solely
14 from the use of a common vendor in the absence of evidence that a common vendor conveyed
15 information about campaign plans material to the creation, production, or distribution of a
16 communication. *Id.* (citing Coordinated and Independent Expenditures, 68 Fed. Reg. 421,
17 435-36 (Jan. 3, 2003) (explanation and justification) ("E&J")).

18 In a Response submitted on behalf of Jerry Seedborg, Seedborg Campaigns, Inc., and
19 VGSC (the "Seedborg entities"), these Respondents also deny that the slate cards were
20 coordinated. The Response explains that Seedborg worked for the Berman Committee from
21 December 2011 through March 2012, handling mostly administrative matters and had no

³ CEEVC admits that the slate card "is a public communication that expressly advocates the election of a candidate for federal office." CEEVC Resp. at 4.

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1 knowledge of or involvement in Berman's slate mail strategy.⁴ Seedborg Entities Resp. at 2.
2 The Response explains that, after leaving the Berman Committee, Seedborg turned his focus to
3 his 20-year-old company VGSC and was subsequently contacted by CEEVC to purchase
4 advertising space on the VGSC slate card. *Id.* The Response states that Seedborg and his
5 companies did not convey any information obtained from the Berman Committee or have any
6 role in selecting the text of the advertisement supporting Berman. *Id.* The Response asserts that
7 the timing and distribution of the slate cards was predetermined by VGSC before being contacted
8 by CEEVC and was not affected by CEEVC's purchase of advertising space. *Id.* at 5. The
9 Seedborg entities argue that in the absence of evidence that the Seedborg entities used or
10 conveyed any information obtained from the Berman Committee in creating or distributing the
11 slate card, there is no violation. *Id.*

12 B. Analysis

13 The issue presented in this matter is whether the slate cards paid for by CEEVC were
14 independent expenditures or whether they were coordinated with the Berman Committee, such
15 that CEEVC made, and the Berman Committee accepted, an excessive contribution. The Act
16 provides that no person shall make contributions to any candidate and his or her authorized
17 political committee with respect to any election for federal offices which, in the aggregate, exceed
18 \$2,000.⁵ 2 U.S.C. § 441a(a)(1)(A); see *SpeechNow.org*, 599 F.3d at 696; Advisory Op. 2010-09
19 (Club for Growth); Advisory Op. 2010-11 (Commonsense Ten). The Act also provides that no

⁴ The Response notes that Seedborg did not provide any of the services enumerated in the Commission's regulations to qualify as a "common vendor" to the Berman Committee because Seedborg's role was primarily administrative. Seedborg Entities Resp. at 5.

⁵ After indexing for inflation, the individual contribution limit to candidates and candidate committees for the 2012 election cycle is \$2,500. *Price Index Adjustments for Contribution and Expenditure Limits and Lobbyist Bundling Disclosure Threshold*, 76 Fed. Reg. 8368, 8370 (Feb. 14, 2011).

1 candidate or political committee shall knowingly accept a contribution in excess of the
2 contribution limitations. 2 U.S.C. § 441a(f).

3 The Act provides that an expenditure made by any person "in cooperation, consultation,
4 or concert with, or at the request or suggestion of" a candidate or his authorized committee or
5 agent is a contribution to the candidate. *See* 2 U.S.C. § 441a(a)(7)(B)(i). A communication is
6 coordinated with a candidate, an authorized committee, a political party committee, or an agent
7 thereof if it meets a three-part test: (1) it is paid for, in whole or in part, by a third party (a
8 person other than the candidate, authorized committee, or political party committee); (2) it
9 satisfies at least one of the five "content" standards described in 11 C.F.R. § 109.21(c); and (3)
10 satisfies at least one of the six "conduct" standards described in 11 C.F.R. § 109.21(d).
11 11 C.F.R. § 109.21(a). In contrast, an independent expenditure is an expenditure by a person for
12 a communication expressly advocating the election or defeat of a clearly identified candidate that
13 is not made in cooperation, consultation, or concert with, or at the request or suggestion of a
14 candidate, a candidate's authorized committee, or their agents, or a political party committee or
15 its agents. 2 U.S.C. § 431(17); 11 C.F.R. § 100.16.

16 1. Payment

17 The payment prong is satisfied because CEEVC, a third party payor, paid VGSC a total
18 of \$23,595 to purchase advertising space on the slate cards. This amount was initially disclosed
19 as a debt on CEEVC's 2012 April Quarterly Report. In its 2012 July Quarterly Report, CEEVC
20 disclosed disbursements to VGSC totaling \$23,595 on May 29, 2012 for independent
21 expenditures in support of Howard Berman.
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1 2. Content

2 The content prong is satisfied if the communication at issue meets at least one of the
3 following content standards: (1) a communication that is an electioneering communication under
4 11 C.F.R. § 100.29; (2) a public communication that disseminates, distributes, or republishes, in
5 whole or in part, campaign materials prepared by a candidate or the candidate's authorized
6 committee; (3) a public communication that expressly advocates the election or defeat of a
7 clearly identified candidate for federal office; (4) a public communication, in relevant part, that
8 refers to a clearly identified House or Senate candidate, and is publicly distributed or
9 disseminated in the clearly identified candidate's jurisdiction 90 days or fewer before the
10 candidate's primary election; or (5) a public communication that is the functional equivalent of
11 express advocacy. *See* 11 C.F.R. § 109.21(c). The term "public communication" encompasses
12 broadcast, cable or satellite communication, newspaper, magazine, outdoor advertising facility,
13 mass mailing or telephone bank, or any other form of general public political advertising.
14 11 C.F.R. § 100.26.

15 Although the Complaint did not include the text of any of the slate cards at issue, the
16 Seedborg entities' Response includes a copy of one of the slate cards. *See* Seedborg Entities
17 Resp., Ex. A. The slate card is titled "2012 Primary Election Recommendations" and the
18 relevant text states: "CD30 U.S. Representative – HOWARD L. BERMAN* – Democrats are
19 uniting in support of Congressman Howard Berman! Howard Berman is endorsed by: Governor
20 Jerry Brown, Senators Dianne Feinstein and Barbara Boxer and Congressman Harry Waxman."
21 *Id.* The slate card's disclaimer states, in relevant part: "Howard Berman's placement paid for by
22 the Committee to Elect an Effective Valley Congressman, P.O. Box 14008, Van Nuys, CA
23 91409-4008, and not authorized by candidate or his committee." *Id.* The CEEVC Response

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1 attaches text sent by e-mail to VGSC that was apparently used for the slate cards targeted to
2 other groups of voters, including Latino voters and Republicans, which feature similar messages
3 about supporting Berman and listing Berman's endorsements. *See* CEEVC Resp., Ex. 4. As
4 noted above, none of the Respondents dispute that the content prong is satisfied, and CEEVC
5 admits that the express advocacy content prong is satisfied. *See* 11 C.F.R. § 109.21(c)(3). The
6 content prong is also satisfied because the slate cards meet the content standard at 11 C.F.R.
7 § 109.21(c)(4).

8 3. Conduct

9 The only prong of the coordination analysis in dispute in this matter is the conduct prong.
10 Under the Commission's regulations, six types of conduct between the payor and the committee,
11 regardless of whether there is agreement or formal collaboration, satisfy the conduct prong of the
12 coordination standard: (1) the communication "is created, produced, or distributed at the request
13 or suggestion of a candidate or an authorized committee," or if the communication is created,
14 produced, or distributed at the suggestion of the payor and the candidate or authorized committee
15 assents to the suggestion; (2) the candidate, his or her committee, or their agent, is materially
16 involved in decisions regarding the content, intended audience, means or mode of
17 communication, the specific media outlet used, the timing or frequency of the communication, or
18 the size or prominence of a printed communication or duration of a broadcast, cable or satellite
19 communication; (3) the communication is created, produced, or distributed after at least one
20 substantial discussion about the communication between the person paying for the
21 communication, or that person's employees or agents, and the candidate or his or her authorized
22 committee, his or her opponent or opponent's authorized committee, a political party committee,

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1 or any of their agents;⁶ (4) a common vendor who has a previous relationship (defined in terms
2 of nine specific services) with the candidate, the candidate's authorized committee, the
3 candidate's opponent or that opponent's authorized committee or a political party committee,
4 during the previous 120 days, uses or conveys information material to the creation, production,
5 or distribution of the communication; (5) a former employee or independent contractor uses or
6 conveys information material to the creation, production, or distribution of the communication;
7 and (6) the dissemination, distribution, or republication of campaign materials.⁷ 11 C.F.R.
8 § 109.21(d)(1)-(6).

9 The Complaint specifically alleges that CEEVC and the Berman Committee coordinated
10 CEEVC's expenditure for the slate cards through common vendor Jerry Seedborg and his
11 companies, Seedborg Campaigns, Inc. and VGSC. The common vendor analysis has three parts
12 under the Commission's regulations.

13 First, the person paying for the communication, or an agent of such person, must contract
14 with or employ a "commercial vendor" to create, produce, or distribute the communication.

15 11 C.F.R. § 109.21(d)(4)(i). "Commercial vendor" is defined as any person providing goods or
16 services to a candidate or political committee whose usual and normal business involves the sale,
17 rental, lease, or provision of those goods or services. 11 C.F.R. § 116.1(c). Here, the first part of
18 the common vendor analysis is satisfied because CEEVC contracted with VGSC to produce and
19 distribute the slate cards. VGSC is a commercial vendor as defined in the Commission's
20 regulations, as its website advertises its business of producing and distributing slate cards

⁶ A "substantial discussion" includes informing the payor about the campaign's plans, projects, activities, or needs, and that information is material to the creation, production, or distribution of the communication. See 11 C.F.R. § 109.21(d)(3).

⁷ The last standard applies only if there was a request or suggestion, material involvement, or substantial discussion that took place after the original preparation of the campaign materials that are disseminated, distributed, or republished.

1 through direct mail in the state of California for the past 25 years. *See*

2 www.voterguideslatecards.com.

3 Second, the commercial vendor, including any owner, officer, or employee of the
4 commercial vendor, must provide any of nine specific services to the candidate who is clearly
5 identified in the communication, or the candidate's authorized committee, the candidate's
6 opponent, the opponent's authorized committee, or a political party committee during the
7 previous 120 days. The specific services are: development of media strategy, including the
8 selection or purchasing of advertising slots; selection of audiences; polling; fundraising;
9 developing the content of a public communication; producing a public communication;
10 identifying voters or developing voter lists, mailing lists, or donor lists; selecting personnel,
11 contractors, or subcontractors; or consulting or otherwise providing political or media advice.
12 11 C.F.R. § 109.21(d)(4)(ii).

13 The available evidence does not definitively establish that Seedborg and his companies
14 provided any of the listed services to Berman or the Berman Committee during the 120 days
15 before CEEVC contracted with VGSC to produce the slate cards.⁸ The Complaint argues that
16 this part of the common vendor analysis is satisfied because Seedborg was a consultant to the
17 Berman Committee and in this role was "undoubtedly" involved in "developing the content of a
18 public communication; producing a public communication; . . . developing voter lists or mailing
19 list [sic]," but the Respondents dispute this characterization. Compl. at 6-7. The Responses
20 from the Berman Committee and the Seedborg entities assert that Seedborg was retained as an
21 independent contractor to the Berman Committee from December 2011 to March 2012, which
22 appears to fall within the 120 day window before CEEVC contracted with VGSC to produce and

⁸ Seedborg is identified on VGSC's website as the founder of both VGSC and Seedborg Campaigns, Inc.
See <http://www.voterguideslatecards.com/about.html>.

1 distribute the slate cards. *See* Berman Committee Resp. at 2; Seedborg Entities Resp. at 2;
2 CEEVC Resp. at 2-3. However, both the Seedborg entities and the Berman Committee
3 characterize Seedborg's role with the Berman Committee as "administrative," which is supported
4 by the Committee's characterization of disbursements to Seedborg Campaigns, Inc. from
5 December 27, 2001, through March 20, 2012, for "administrative services" on its disclosure
6 reports. *See* Berman Committee Resp. at 2; Seedborg Entities Resp. at 2, 5. Therefore, without
7 additional information, it is unclear whether Seedborg and Seedborg Campaigns, Inc. provided
8 any of the specific services listed in the regulation to Berman or the Berman Committee.

9 Third, the common vendor must use or convey (1) information about the campaign plans,
10 projects, activities, or needs of the clearly identified candidate, the candidate's opponent, or a
11 political party committee, and that information is material to the creation, production, or
12 distribution of the communication; or (2) information used previously by the commercial vendor
13 in providing services to the candidate who is clearly identified in the communication, or the
14 candidate's authorized committee, the candidate's opponent, the opponent's authorized
15 committee, or a political party committee, and that information is material to the creation,
16 production, or distribution of the communication. The third part of the analysis is not satisfied if
17 the information used or conveyed by the commercial vendor was obtained from a publicly
18 available source. 11 C.F.R. § 109.21(d)(4)(iii).

19 Here, all of the Respondents directly deny that Seedborg, Seedborg Campaigns, Inc., or
20 VGSC used or conveyed information to CEEVC about the Berman campaign's plans, projects,
21 or needs that was material to the creation, production, or distribution of the slate cards. Although
22 the Responses are unsworn, the Complaint does not present any allegations of specific conduct,
23 and we did not locate any publicly available information, including any press accounts, which

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1 assert any influence by the Berman Committee or any conveyed information. As several of the
2 Respondents note, during the 2002 coordination rulemaking, the Commission specifically
3 rejected the idea that use of a common vendor alone would establish a "presumption of
4 coordination." Instead, the regulation "focuses on the sharing of information . . . through a
5 common vendor to the spender who pays for a communication that could not then be considered
6 to be made 'totally independently' from the candidate." *See E&J*, 68 Fed. Reg. at 436. Given
7 the conclusory nature of the Complaint's allegations regarding the conveyance of information by
8 a common vendor, the Complaint is essentially relying on a presumption of coordination,
9 precisely the inferential leap the E&J disfavors. Accordingly, we do not believe the allegations
10 are sufficient to find reason to believe a common vendor conveyed information as contemplated
11 in the coordination regulation.

12 Moreover, the Complaint does not allege, and the available information does not indicate,
13 that the other tests for the conduct prong at 11 C.F.R. § 109.21(d) were satisfied. Both CEEVC
14 and the Berman Committee deny, albeit in unsworn Responses, that the Berman Committee or
15 Berman had any knowledge of, or involvement with, the slate cards, and there is no information
16 to suggest otherwise. There is no available information indicating that the slate cards were
17 created at the request or suggestion of the Berman Committee, that the Berman Committee was
18 materially involved in the content or distribution of the slate cards, or that the slate cards were
19 created after a substantial discussion about the communication between representatives of
20 CEEVC and the Berman Committee. There is also no allegation that the slate cards republish
21 Berman Committee campaign materials. Finally, although Seedborg was previously engaged as
22 an independent contractor by the Berman Committee from December 2011 to March 2012, the
23 Complaint does not allege, and the available information does not indicate, that the

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1 communication was paid for by Seedborg or an employer of Seedborg. Accordingly, the former
2 employee/independent contractor conduct prong is not satisfied.

3 Given the conclusory nature of the Complaint – made without personal knowledge or
4 reference to supporting evidence – and the lack of information available from any other source
5 that would support a reasonable inference that the activities here may have been coordinated
6 within the meaning of the regulations, we conclude that the Commission lacks a sufficient basis
7 to find that a violation occurred.

8 Accordingly, we recommend that the Commission dismiss as a matter of prosecutorial
9 discretion the Complaint's allegation that Berman for Congress and Bruce Corwin, in his official
10 capacity as treasurer, Howard L. Berman, the Committee to Elect an Effective Valley
11 Congressman and Beverly Grossman Palmer, in her official capacity as treasurer, Jerry
12 Seedborg, Seedborg Campaigns, Inc., and Voter Guide Slate Cards violated 2 U.S.C. § 441a.⁹
13 *See Heckler v. Chaney*, 470 U.S. 821 (1985).

14 **III. RECOMMENDATIONS**

- 15 1. Dismiss the allegation that Berman for Congress and Bruce Corwin, in his official
16 capacity as treasurer, violated 2 U.S.C. § 441a;
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18 2. Dismiss the allegation that Howard L. Berman violated 2 U.S.C. § 441a;
19
20 3. Dismiss the allegation that the Committee to Elect an Effective Valley Congressman
21 and Beverly Grossman Palmer, in her official capacity as treasurer, violated 2 U.S.C.
22 § 441a;
23
24 4. Dismiss the allegation that Jerry Seedborg violated 2 U.S.C. § 441a;
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26 5. Dismiss the allegation that Seedborg Campaigns, Inc. violated 2 U.S.C. § 441a;
27
28 6. Dismiss the allegation that Voter Guide Slate Cards violated 2 U.S.C. § 441a;

⁹ *See LaBotz v. FEC*, __ F. Supp. 2d __, Civ. No. 11-1247, at 15-16 (D.D.C. Sept. 5, 2012) (slip. op.)
(holding that the Commission lacked "substantial evidence" to conclude no reason to believe but may have
dismissed allegations in its prosecutorial discretion).


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7. Approve the attached Factual and Legal Analyses;
8. Approve the appropriate letters; and,
9. Close the file.

Anthony Herman
General Counsel

Date

10/22/12


Daniel A. Petalas
Associate General Counsel
for Enforcement


Kasey S. Morgenheim
Attorney

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